

UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

IN RE: ) Chapter 13  
          )  
Jozef Maka and ) Bk. No. 15-03329  
Zofia Maka, )  
          Debtors. ) Honorable Bruce W. Black

**AGREED DEFAULT ORDER**

THIS CAUSE coming on to be heard upon the Motion for Relief from Automatic Stay filed on behalf of PNC Bank, National Association ("Movant"), a secured creditor or servicing agent for a secured creditor holding a mortgage on Debtors' property commonly known as 16719 Doe Trail, Lockport, Illinois 60441 (the "Property"), all parties having notice, the Court having jurisdiction and being fully advised:

IT IS HEREBY ORDERED:

1. In addition to making the regular post-petition mortgage payments timely, Debtors shall cure the remaining arrears of \$3,737.05 through June 30, 2015, by making six regular monthly payments of \$622.85, commencing on July 1, 2015. The arrears include:

\$1,026.00 attorney fees and costs;  
3 (April 2015- June 2015) payments @ \$1,542.21 = \$4,626.63;  
Less funds in suspense in the amount of \$315.58; less funds in the amount of \$1,600.00 tendered on June 1, 2015.

2. If the Debtors fail to timely pay two or more (i) regular monthly mortgage payments increased or decreased as necessary to reflect changes in variable interest rates, escrow requirements, collection costs, or similar matters; (ii) plan payments to the Chapter 13 Trustee; (iii) payments for property insurance and/or general real estate taxes; or (iv) Debtors fail to cure the arrears pursuant to paragraph 1 above, then the Debtors shall be deemed to be in default and the automatic stay shall be terminated as to the Property without further order of this Court, if upon written notice of the default to Debtors and Debtors' attorney, the default is not cured within fourteen (14) days from the date the written notice of the default is mailed.

3. The Debtors may avail themselves of the cure provision set forth above in paragraphs 1 or 2 above a total of two (2) times. In the event of the issuance of a third (3<sup>rd</sup>) Notice of Default, the Automatic Stay will automatically modify without further Order as Debtors will no longer have the right to cure thereunder.

4. The Proof of Claim heretofore submitted by Movant shall stand unaffected and payments made thereunder shall be paid to Movant unless a Notice of Default and Notice of Lifting are presented to the Trustee.

5. In the event that Heavner, Beyers and Mihlar, LLC should have to send out any Notices of Default, the Debtors shall pay an extra \$50.00 per notice, as additional attorneys' fees, in addition to whatever funds are needed to cure the default and that said additional funds must be tendered prior to the expiration of the cure period as set-forth in the Notice.

AGREED:

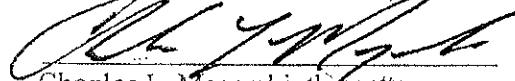
PNC Bank, National Association,



Heather M. Giannino of  
Heavner, Beyers & Mihlar, LLC  
one of its attorneys

05 JUN 2015  
DATED:

Jozef Maka and Zofia Maka,



Charles L. Magerski, their attorney



Bankruptcy Judge

FAIQ MIHLAR (#06274089)  
HEATHER M. GIANNINO (#6299848)  
HEAVNER, BEYERS & MIHLAR, LLC  
Attorneys at Law  
111 East Main Street  
Post Office Box 740  
Decatur, Illinois 62525-0740  
Telephone: (217) 422-1719